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# HUNTON & WILLIAMS

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File No.: 47396.000004  
Direct Dial: 615 549-7718

March 15, 1994

RECORDATION NO. 16752 FILED 1425

MAR 21 1994 - 12 45 PM

Interstate Commerce Commission  
Constitution Avenue, 12th Street N.W.  
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

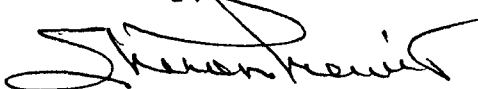
Release from AmSouth Bank N.A. in favor of  
Gulf & Ohio Railways, Inc.  
Wiregrass Central Railroad Company, Inc.  
Alabama & Florida Railroad Company, Inc.  
Mississippi Delta Equipment Co., Inc.  
Atlantic and Gulf Railroad Company, Inc.

Dear Sir:

Please find enclosed a Release to be filed in the referenced matter along with our check in the amount of \$18.00 for the filing fee. I also enclose a stamped, self-addressed envelop for your convenience in returning to me a copy of the recorded document.

Thank you for your assistance.

Sincerely,



Sheron W. Prewitt  
Legal Assistant

/sp  
Enclosure

LICENSING BRANCH

MAR 21 12 38 PM '94

OFFICE OF THE  
CLERK OF THE  
SUPREME COURT

**Interstate Commerce Commission**

**Washington, D.C. 20423**

**3/23/94**

**OFFICE OF THE SECRETARY**

**Sheron W. Prewitt**

**Legal Assistant**

**Hunton & Williams**

**First Tenn. Bank Bldg. Suite 700**

**530 Gay Street**

**Knoxville, Tennessee 37902**

**Dear Sir:**

The enclosed document(s) was recorded pursuant to the provisions  
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,

on 3/21/94 at 12:45pm, and assigned  
recording number(s). 16752-G

Sincerely yours,

Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

MAR 21 1994 -12 45 PM

**RELEASE**

INTERSTATE COMMERCE COMMISSION

Release dated as of the 25<sup>th</sup> day of February, 1994, from **AMSOUTH BANK N.A.** (the "Lender") in favor of **GULF & OHIO RAILWAYS, INC.**, a Tennessee corporation, **WIREGRASS CENTRAL RAILROAD COMPANY, INC.**, an Alabama corporation, **ALABAMA & FLORIDA RAILROAD COMPANY, INC.**, an Alabama corporation ("AFRC"), **MISSISSIPPI DELTA EQUIPMENT CO., INC.**, a Tennessee corporation and **ATLANTIC AND GULF RAILROAD COMPANY, INC.**, a Georgia corporation ("AGRC") (together, the "Borrowers").

**Recitals**

1. The Borrowers, (except for AGRC) have heretofore executed and delivered to the Lender a Security Agreement dated as of February 5, 1990 (the "Security Agreement") and recorded with the Interstate Commerce Commission ("ICC") on February 5, 1990, recordation number 16752. The Security Agreement was amended by (a) a First Amendment thereto dated July 11, 1990, executed by the Borrowers (except for AGRC) and the Lender and recorded with the ICC on July 13, 1990, recordation number 16752A; (b) Second Amendment thereto dated as of February 15, 1991 executed by the Borrowers (except AFRC) and the Lender and recorded with the ICC on April 4, 1991, recordation number 16752B; (c) a Third Amendment thereto dated as of December 19, 1991 executed by the Borrowers (except AFRC) and the Lender and recorded with the ICC on February 13, 1992, recordation number 16752C; (d) a Partial Release of Security Interest executed by the Lender dated as of December 20, 1991 and recorded with the ICC on February 14, 1992, recordation number 16752D; (e) a Fourth Amendment thereto dated as of February 14, 1992 executed by the Borrowers (except AFRC) and the Lender and recorded with the ICC on February 27, 1992, recordation number 16752E; and (f) a Sixth Amendment thereto dated as of May 3, 1993 executed by the Borrowers (except AFRC) and the Lender and recorded with the ICC on May 5, 1993, recordation number 16752F. The Security Agreement as amended is hereinafter called the "Security Agreement".

2. The full amount of the Obligations (as defined in the Security Agreement) have been paid to the Lender as of this date and all of the Borrowers' Obligations thereunder have been performed. The Borrowers have requested, pursuant to Sections 16 and 29 of the Security Agreement that the Lender release its interest in the Collateral described in the Security Agreement.

**Agreement**

**NOW, THEREFORE**, in consideration of the premises, AmSouth Bank N.A. hereby releases all of its right, title and interest in and to the Collateral arising under the Security Agreement.

IN WITNESS WHEREOF, AmSouth Bank N.A. has caused this Release to be executed and delivered as of February 25<sup>th</sup>, 1994.

AmSouth Bank N.A.

By: [Signature]  
Its: Vice President

STATE OF Alabama )  
COUNTY OF Jefferson )

On this 25<sup>th</sup> day of February, 1994 before me personally appeared, Gerard A. Woodford, to me personally known, who being by me duly sworn, says that he is the Vice President of AmSouth Bank N.A., that the foregoing instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

[SEAL]

[Signature]  
Signature of Notary Public

My commission expires:

MY COMMISSION EXPIRES OCTOBER 28, 1996